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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

September 25, 2002

RECORDATION NO. 24127-A FILED
SEP 25 '02 5-31 PM
SURFACE TRANSPORTATION BOARD

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Loan and Security Agreement (2002-C), dated as of September 25, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement which is being filed with the Board under Recordation Number _____.

The names and addresses of the parties to the enclosed document are:

Trust: MTA 2002-C Trust
c/o Wilmington Trust Company, not in its
individual capacity, but solely as Trustee under
the Trust Agreement (2002-C)
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1605

Series A Lender: FSA Global Funding Limited
c/o QSPV Limited
P.O. Box 1093 GT
South Church Street
George Town, Grand Cayman
Cayman Islands

Mr. Vernon A. Williams
September 25, 2002
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Series B Lender
and Agent: Dexia Crédit Local, New York Agency
445 Park Avenue, 8th Floor
New York, NY 10022

A description of the railroad equipment covered by the enclosed document is:

Three hundred and twenty (320) railcars bearing Metropolitan Transportation Authority reporting marks within the series 6356A – 6995A, not inclusive, and within the series 7481A - 7545A, not inclusive, more particularly set forth in Schedule A of the Memorandum of Loan and Security Agreement.

A short summary of the document to appear in the index is:

Memorandum of Loan and Security Agreement (2002-C).

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 24127-A FILED

SEP 25 '02 5-31 PM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF LOAN AND SECURITY AGREEMENT (2002-C) dated as of September 25, 2002, among MTA 2002-C Trust (the "Trust"), FSA GLOBAL FUNDING LIMITED, as Series A Lender and DEXIA CRÉDIT LOCAL, NEW YORK AGENCY, as Series B Lender and Agent. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in Appendix A to the Participation Agreement (2002-C) dated as of September 25, 2002 among Metropolitan Transportation Authority, as Lessee, MTA 2002-C Trust, as Lessor, Wachovia Bank, National Association, as Equity Investor, FSA Global Funding Limited, as Series A Lender, Dexia Crédit Local, New York Agency, as Series B Lender and Agent and Wilmington Trust Company, as Trustee and in its individual capacity only to the extent expressly provided therein.

WHEREAS, the Trust, the Lenders and the Agent have entered into that certain Loan and Security Agreement (2002-C) dated as of September 25, 2002 (the "Loan Agreement") (the terms of which are incorporated herein by reference), whereby the Trust granted, bargained, sold, assigned, transferred, conveyed, mortgaged, warranted, pledged and confirmed (i) unto the Agent, on behalf and for the benefit of the Lenders, their successors and assigns, a first priority security interest in, and pledge of, all right, title and interest of the Trust in, to and under, and granted the Agent a first priority security interest in, the Trust's right, title and interest in the following described property, rights and privileges described in clauses (A) - (G) below, whether now held or hereafter acquired, other than Excepted Property and (ii) unto the Series A Lender, a first priority security interest in, Lien on, and pledge of, all right, title and interest of the Trust in, to and under, the property, rights and privileges described in clause (H) below, whether now held or hereafter acquired, other than Excepted Property (such property, rights and privileges as are conveyed pursuant to clauses (A) - (H) below, but in any event and always excluding Excepted Property, being hereinafter referred to as the "Collateral"):

- (A) all of the Trust's right, title and interest now held or hereafter acquired in and to the Items of Equipment (as further described in Schedule A hereto);
- (B) the Bill of Sale, the Assignment of Warranties, the Lease, the Lease Supplement, the Participation Agreement (except all representations and covenants made by the Agent and the Lenders therein) and any Service Contract (collectively, the "Loan Estate Documents"), including all amounts of Lease Rent and Supplemental Rent and payments of any kind thereunder including all ancillary rights thereto, including without limitation, Termination Value, Fair Market Sales Value, Stipulated Loss Value, Agreed Purchase Option Price, all other amounts payable under the Loan Estate Documents, insurance proceeds and condemnation, requisition and other awards and payments of any kind for or with respect to the Equipment (including proceeds and payments received pursuant to any sale of the Equipment under Section 14 or 15 of the Lease or pursuant to the exercise of any of the remedies provided in Section 17 of the Lease);

Memorandum of Loan and Security Agreement (2002-C)

- (C) all rights of the Trust with respect to or arising out of any Loan Estate Document to exercise any election or option or to give or receive any notice, consent, waiver or approval or to take any other action under any Loan Estate Document or to accept any surrender or redelivery of any Item of Equipment or any Part thereof, as well as all rights, powers and remedies of the Trust whether acting under any Loan Estate Document or by statute or at law or in equity, or otherwise, arising out of any Event of Default;
- (D) all moneys and securities relating to or arising out of the Loan Estate Documents that are now or hereafter required to be paid to, or deposited with, the Lenders by or for the account of the Trust or the Lessee pursuant to the terms of any Loan Estate Document;
- (E) all rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of this Agreement, including, without limitation, all payments or proceeds payable to the Trust after termination of the Lease with respect to Equipment as a result of the sale, lease or other disposition thereof, and all estate, right, title and interest of every nature whatsoever of the Trust in and to the same and every part thereof;
- (F) all other property of every kind and description and interests therein now held or hereafter acquired by the Trust pursuant to any term of any Loan Estate Document, wherever located and subjected to the Lien of this Agreement by a supplement hereto, and the Agent is hereby authorized to receive any such property subject to and in accordance with the terms of this Agreement as then supplemented;
- (G) all proceeds of the foregoing of whatever kind or nature, including all claims against third parties for destruction, loss or damage to any of the foregoing or otherwise; and
- (H) with respect to the Series A Loan Certificates only, all estate, right, title and interest now held or hereafter acquired by the Trust in, to and under the Debt Payment Undertaking Agreement, and any Acceptable Substitute Credit Protection substituted therefor (the "Special Series A Collateral Documents" and together with the Loan Estate Documents, the "Collateral Documents"), including, without limitation, (a) the right of the Trust to receive payment of any and all amounts or other sums of any kind payable thereunder or in respect thereof as well as all rights of the Trust to enforce payment of any such amounts or sums, (b) the right of the Trust to exercise any election or option or to make any decision or determination or to give or receive any notice, consent, waiver or approval under the Special Series A Collateral Documents, (c) the right of the Trust to take any other action under or in respect of the Special Series A Collateral Documents as well as all rights, powers and remedies of the Trust whether acting under the Special Series A Collateral Documents or by statute or at law or in equity or otherwise arising out of any default under the Special Series A Collateral Documents, (d) all other property of every kind and description and interests therein now held or hereafter acquired by the Trust pursuant to any term of the Special Series A Collateral Documents wherever located and subjected to the Lien

of this Agreement by a supplement hereto, and the Series A Lender is hereby authorized to receive any such property subject to and in accordance with the terms of this Agreement as then supplemented and (e) all proceeds of the foregoing of whatever kind or nature, including without limitation all claims against third parties for destruction, loss or damage to any of the foregoing or otherwise (such property, rights and privileges described in this clause (H) being hereinafter referred to as the "Special Series A Collateral").

BUT EXCLUDING, HOWEVER, from the Collateral subject to the foregoing Granting Clause (i) all Excepted Property and (ii) any payments or amounts which have been distributed to the Trust or any other Person in accordance with the provisions of the Loan Agreement, AND SUBJECT TO Sections 2.02, 3.05, 8.01 of the Loan Agreement and the provisions with respect to Excepted Rights set forth in Section 5.05 of the Loan Agreement;

WHEREAS, concurrently with the delivery hereof, the Trust is delivering to the Agent the originally executed counterparts of the Lease and the Lease Supplement and to the Series A Lender the originally executed counterpart of the Debt Payment Undertaking Agreement (to each of which documents a chattel paper receipt is attached); and

WHEREAS, this memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Agent and the Series A Lender, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

MTA 2002-C TRUST

BY: WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as Trustee
under the Trust Agreement (2002-C)

By: 
Name: **Anita E. Dallago**
Title: **Senior Financial Services Officer**

FSA GLOBAL FUNDING LIMITED,
as Series A Lender

By: _____
Name:
Title:

DEXIA CRÉDIT LOCAL, NEW YORK
AGENCY, as Series B Lender and Agent

By: _____
Name:
Title:

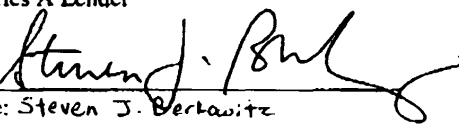
IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Agent and the Series A Lender, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

MTA 2002-C TRUST

BY: WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as Trustee
under the Trust Agreement (2002-C)

By: _____
Name:
Title:

FSA GLOBAL FUNDING LIMITED,
as Series A Lender

By: 
Name: Steven J. Bertawitz
Title: Attorney-in-fact

DEXIA CRÉDIT LOCAL, NEW YORK
AGENCY, as Series B Lender and Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Agent and the Series A Lender, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

MTA 2002-C TRUST

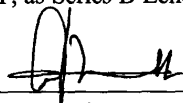
BY: WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as Trustee
under the Trust Agreement (2002-C)

By: _____
Name:
Title:

FSA GLOBAL FUNDING LIMITED,
as Series A Lender

By: _____
Name:
Title:

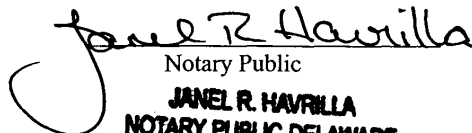
DEXIA CRÉDIT LOCAL, NEW YORK
AGENCY, as Series B Lender and Agent

By:  _____
Name: MARC BRUGIERE
Title: GENERAL MANAGER

STATE OF **Delaware**)
)ss.:
COUNTY OF **New Castle**)

On this 18th day of September, 2002, before me personally appeared Donald G. MacKelcan, to me personally known, who, by me being duly sworn, says that he/she is the Vice President of Wilmington Trust Company, that the foregoing instrument was signed on behalf of MTA 2002-C Trust by Wilmington Trust Company, as Trustee under the Trust Agreement (2002-C), and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said MTA 2002-C Trust and Wilmington Trust Company.

My Commission Expires: _____


Notary Public
JANEL R. HAVRILLA
NOTARY PUBLIC-DELAWARE
My Commission Expires Feb. 2, 2005

STATE OF NEW YORK)
)ss.:
COUNTY OF QUEENS)

On this 24th day of September, 2002, before me personally appeared Steven J. Berkowitz, to me personally known, who, by me being duly sworn, says that he/she is the Attorney-in-fact of FSA Global Funding Limited, that the foregoing instrument was signed on behalf of said FSA Global Funding Limited by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said FSA Global Funding Limited.



Notary Public

AUDREY A. UDITT

Notary Public, State of New York
No. 01604973013

Qualified in Queens County
Commission Expires 10-9-98 2002

My Commission Expires: 10-9-2002

STATE OF New York)
)ss.:
COUNTY OF New York)

On this 24th day of September, 2002, before me personally appeared Marc Brugiére, to me personally known, who, by me being duly sworn, says that he is the General Manager of Dexia Crédit Local, New York Agency, that the foregoing instrument was signed on behalf of said Dexia Crédit Local, New York Agency by its duly authorized officer, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said Dexia Crédit Local, New York Agency.

Stephanie Felshin

Notary Public

STEPHANIE FELSHIN

Notary Public, State of New York

No. 01FE5061385

Qualified in New York County

Commission Expires June 10, 2006

My Commission Expires: June 10, 2006

Schedule A (2002-C)			
Bombardier		Kawasaki	
Car #	Trainset #	Car #	Trainset #
6356A	13	7481A	
6357B		7482B	
6358B		7483B	55
6359B		7484B	
6360A		7485A	
6536A	48	7486A	
6537B		7487B	
6538B		7488B	56
6539B		7489B	
6540A		7490A	
6656A	72	7491A	
6657B		7492B	
6658B		7493B	57
6659B		7494B	
6660A		7495A	
6666A	74	7496B	
6667B		7497B	
6668B		7498A	58
6669B		7499B	
6670A		7500A	
6671A	75	7501A	
6672B		7502B	
6673B		7503B	59
6674B		7504B	
6675A		7505A	
6676A	76	7506A	
6677B		7507B	
6678B		7508B	60
6679B		7509B	
6680A		7510A	
6681A	77	7511A	
6682B		7512B	
6683B		7513B	61
6684B		7514B	

Schedule A (2002-C)			
Bombardier		Kawasaki	
Car #	Trainset #	Car #	Trainset #
6685A		7515A	
6691A	79	7516A	
6692B		7517B	
6693B		7518B	62
6694B		7519B	
6695A		7520A	
6686A	78	7521A	
6687B		7522B	
6688B		7523B	63
6689B		7524B	
6690A		7525A	
6701A	81	7526A	
6702B		7527B	
6703B		7528B	64
6704B		7529B	
6705A		7530A	
6541A	49	7531A	
6542B		7532B	
6543B		7533B	65
6544B		7534B	
6545A		7535A	
6696A	80	7536A	
6697B		7537B	
6698B		7538B	66
6699B		7539B	
6700A		7540A	
6551A	51	7541A	
6552B		7542B	
6553B		7543B	67
6554B		7544B	
6555A		7545A	
6721A	85		
6722B			
6723B			

Schedule A to Memorandum of Loan and Security Agreement (2002-C)

Schedule A (2002-C)			
Bombardier		Kawasaki	
Car #	Trainset #	Car #	Trainset #
6724B			
6725A			
6711A	83		
6712B			
6713B			
6714B			
6715A			
6716A	84		
6717B			
6718B			
6719B			
6720A			
6706A	82		
6707B			
6708B			
6709B			
6710A			
6741A	89		
6742B			
6743B			
6744B			
6745A			
6561A	53		
6562B			
6563B			
6564B			
6565A			
6726A	86		
6727B			
6728B			
6729B			
6730A			
6546A	50		
6547B			

Schedule A (2002-C)			
Bombardier		Kawasaki	
Car #	Trainset #	Car #	Trainset #
6548B			
6549B			
6550A			
6556A	52		
6557B			
6558B			
6559B			
6560A			
6731A	87		
6732B			
6733B			
6734B			
6735A			
6781A	97		
6782B			
6783B			
6784B			
6785A			
6786A	98		
6787B			
6788B			
6789B			
6790A			
6791A	99		
6792B			
6793B			
6794B			
6795A			
6796A	100		
6797B			
6798B			
6799B			
6800A			
6831A	107		

Schedule A (2002-C)			
Bombardier		Kawasaki	
Car #	Trainset #	Car #	Trainset #
6832B			
6833B			
6834B			
6835A			
6836A	108		
6837B			
6838B			
6839B			
6840A			
6746A	90		
6747B			
6748B			
6749B			
6750A			
6751A	91		
6752B			
6753B			
6754B			
6755A			
6756A	92		
6757B			
6758B			
6759B			
6760A			
6841A	109		
6842B			
6843B			
6844B			
6845A			
6766A	94		
6767B			
6768B			
6769B			
6770A			

Schedule A (2002-C)			
Bombardier		Kawasaki	
Car #	Trainset #	Car #	Trainset #
6846A	110		
6847B			
6848B			
6849B			
6850A			
6826A	106		
6827B			
6828B			
6829B			
6830A			
6851A	111		
6852B			
6853B			
6854B			
6855A			
6761A	93		
6762B			
6763B			
6764B			
6765A			
6821A	105		
6822B			
6823B			93
6824B			
6825A			
6771A	95		
6772B			
6773B			
6774B			
6775A			
6776A	96		
6777B			
6778B			
6779B			

Schedule A (2002-C)			
Bombardier		Kawasaki	
Car #	Trainset #	Car #	Trainset #
6780A			
6856A	112		
6857B			
6858B			
6859B			
6860A			
6866A	114		
6867B			
6868B			
6869B			
6870A			
6816A	104		
6817B			
6818B			
6819B			
6820A			
6861A	113		
6862B			
6863B			
6864B			
6865A			
6871A	115		
6872B			
6873B			
6874B			
6875A			
6951A	131		
6952B			
6953B			
6954B			
6955A			
6956A	132		
6957B			
6958B			

Schedule A (2002-C)			
Bombardier		Kawasaki	
Car #	Trainset #	Car #	Trainset #
6959B			
6960A			
6971A	135		
6972B			
6973B			
6974B			
6975A			
6976A	136		
6977B			
6978B			
6979B			
6980A			
6991A	139		
6992B			
6993B			
6994B			
6995A			

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy of a Memorandum of Loan and Security Agreement with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 9-25-02

Edward M. Luria
Edward M. Luria